



**FUTURE ADVANCES AND OTHER LOANS.** The above amount is secured even though all or part of it may not yet be advanced. Future advances are contemplated and will be secured to the same extent as if made on the date this mortgage is executed. "Secured Debt" as defined in the mortgage shall also mean any and all renewals or extensions of the Secured Debt together with any and all additional future advances and loans that I now or may in the future owe to you, whether as principal or surety, at any time between this date and the satisfaction of record of the lien created by the mortgage. This provision shall apply notwithstanding the fact that:

- a) future advances and loans may be made at your option;
- b) notes, agreements, or other evidence of indebtedness with regard to such future advances and loans may not specifically refer to the mortgage;
- c) future advances and loans may be made for purposes unrelated to the purpose of the Secured Debt described on the mortgage.

If more than one person signs the Security Instrument as "Borrower," "Debtor," "Grantor," or "Mortgagor," I agree that this mortgage will secure any future advance and loan made by you to any one or more of us. This mortgage will not secure any other debt which is not described on its face if you fail, with respect to such other debt, to make any required disclosure about this mortgage or if you fail to give any required notice of right of rescission.

**ADDITIONAL SECURITY INTEREST.** I grant to you a security interest in all personal property located on or connected with the real property described above. This includes all farm products, inventory, equipment, accounts, documents, instruments, chattel paper, general intangibles, and all other items of personal property I own now or in the future and which are used or useful in the construction, ownership, operation, management, or maintenance of the described real property, all of which shall be included in the term "Property." The term "Property" specifically excludes that property described as "household goods" secured in connection with a "consumer" loan as those terms are defined in applicable federal regulations governing unfair and deceptive credit practices.

**PRIOR SECURITY INTERESTS.** I will make payments when due and perform all other covenants under any mortgage, deed of trust, or other security agreement that has priority over this mortgage. I will not make or permit any modification or extension of any mortgage, deed of trust or other security interest that has priority over this mortgage or any note or agreement secured by it without your written consent. I will promptly deliver to you any notices I receive from any person whose rights in the Property have priority over your rights.

**Future advances and prior security interests.** I  may  may not] request or accept future advances from loans secured by any prior security interests without your prior written consent.

**LEASEHOLDS; CONDOMINIUMS; PLANNED UNIT DEVELOPMENTS.** As used in this paragraph, the word "lease" shall mean "sublease" if this mortgage is on a leasehold. I agree to comply with provisions of any lease if this mortgage is on a leasehold. If this mortgage is on a unit in a condominium or a planned unit development, I will perform all of my duties under the covenants, by-laws, or regulations of the condominium or planned unit development. Any lease will remain in full force and effect despite any merger of interests.

I covenant and agree to keep, observe and perform, and to require that the tenants comply with all provisions of any leases of the Property. If I neglect or refuse to do so, then you may at your option enforce the lease in compliance with its terms. Nothing in this paragraph will be construed to bind you to the performance of any lease provision or to otherwise impose liability upon you. I agree that I may not lease the Property to a tenant that may introduce or release Hazardous Materials as defined in this mortgage to the Property in violation of any state or local environmental law. I shall indemnify and hold you harmless from any and all liability, loss, or damage which you may incur by reason of any assignment under this paragraph. I agree that I will not consent to any lease assignment, subletting, modification, cancellation, or subordination affecting the Property without your prior written consent.

**Assignment of Leases.** Upon your request, I will assign to you all leases of the Property and all security deposits made in connection with leases of the Property. Upon the assignment, you shall have the right to modify, extend or terminate the existing leases and to execute new leases, in your sole discretion.

**Assignment of Rents and Profits.** Notwithstanding any other clause contained in this mortgage, I grant to you an absolute assignment of the rents and profits of the Property on the same date this mortgage is executed. Unless we have agreed otherwise in writing, I may collect and retain the rents as long as I am not in default. You are entitled to receive the rents and profits of the Property without taking possession of the Property. If I default you may at your sole discretion and as provided by law take possession of the Property, or have the court appoint a receiver and the receiver may take possession, and manage the Property, and collect the rents, income and profits. Any amounts so collected shall be applied first to the costs of managing the Property, including, but not limited to, all taxes, assessments, insurance premiums, repairs, court costs and attorneys' fees, commissions to rental agents, and any other necessary related expenses. The remaining amounts will then apply to payments on the Secured Debt as provided in the Security Instrument. This assignment will not impose liability upon you for the operation and maintenance of the Property or for carrying out the lease terms before you have entered and taken possession of the Property.

**SUBORDINATE LIENS.** Except as permitted by federal law I agree that I will not allow any lien inferior to this mortgage to be perfected against the Property (either real or personal) without your prior written consent.

**PAYMENTS.** I agree to make all payments on the Secured Debt when due and in accordance with the terms of the Security Instrument. Unless we agree otherwise, any payments you receive from me or for my benefit will be applied first to any amounts I owe you on the Secured Debt (exclusive of interest or principal), second, to interest and then to principal. If partial prepayment of the Secured Debt occurs for any reason, it will not reduce or excuse any subsequently scheduled payment until the Secured Debt is paid in full.

**CLAIMS AGAINST TITLE.** I will pay all taxes, assessments, liens, encumbrances, lease payments, ground rents, and other charges relating to the Property when due. You may require me to provide to you copies of all notices that such amounts are due and the receipts evidencing my payment. I will defend title to the Property against any claims that would impair the lien of this mortgage. You may require me to assign any rights, claims or defenses which I may have against parties who supply labor or materials to improve or maintain the Property. I will pay, when due, the claims of any persons or entities supplying labor or materials to or in connection with the Property.

**PROPERTY, USE OF PROPERTY, ALTERATIONS.** I will keep the Property in good condition and make all repairs reasonably necessary. I will give you prompt notice of any loss or damage to the Property. I agree that I will keep the Property free of noxious weeds and grasses. I agree that I will not initiate, join in or consent to any change in any private restrictive covenant, zoning ordinance or other public or private restriction limiting or defining the uses which may be made of the Property or any part of the Property, without your prior written consent. I agree to comply with all legal requirements and restrictions, whether public or private, with respect to the use of the Property. I also agree that the nature of the occupancy will not change without your prior written consent.

I agree that no portion of the Property will be removed, demolished or materially altered without your prior written consent except that I have the right to remove items of personal property comprising a part of the Property that becomes worn or obsolete, provided that such personal property is replaced with other personal property of a value at least equal value to the replaced personal property, free from any title retention device, security agreement or other encumbrance. This limited right of removal shall not apply to fixtures of any kind. Any replacement of personal property will be deemed subject to the security interest created by this mortgage. I shall not partition or subdivide the Property without your prior written consent.

**AUTHORITY OF MORTGAGEE TO PERFORM FOR MORTGAGOR.** If I fail to perform any of my duties under this mortgage, or any other mortgage, deed of trust, lien or other security interest that has priority over this mortgage, you may without notice to me perform the duties or cause them to be performed. You may sign my name or pay any amount necessary for performance. If any construction on the Property is discontinued or not carried on in a reasonable manner, you may do whatever is necessary to protect your security interest in the Property. This may include completing the construction.

Your right to perform for me shall not create an obligation to perform and your failure to perform will not preclude you from exercising any of your other rights under the law or this mortgage.

**DEFAULT; ACCELERATION; WAIVER OF REMEDY.** If I fail to make any payment when due or breach any covenants under this mortgage, any prior mortgage or any obligation secured by this mortgage, you may either accelerate the maturity of the Secured Debt and demand immediate payment or exercise any other remedy available to you. In some instances, federal and state law will require you to provide me with right to cure or mediation notices and may establish time schedules for foreclosure actions. Subject to these limitations, if any, you may foreclose this mortgage in a manner provided by law. I will be in default upon the occurrence of any of the following:

- (1) A default or breach under any of the terms of this mortgage, the Security Instrument, any construction loan agreement, security agreement or any other document evidencing, guarantying, securing or otherwise relating to the Secured Debt;
- (2) The making or furnishing of any verbal or written representation, statement or warranty to you which is false or incorrect in any material respect by any person or entity obligated on the Secured Debt;
- (3) The death, dissolution, appointment of a receiver, insolvency, or application of any debtor relief law to or of any person or entity obligated on the Secured Debt;
- (4) A good faith belief by you at any time that you are insecure with respect to any person or entity obligated on the Secured Debt or that the prospect of any payment is impaired or the Property is impaired;
- (5) A material adverse change in my business including ownership, management, and financial conditions, which you in your opinion believe impairs the Property or repayment of the Secured Debt;
- (6) Any loan proceeds are used for a purpose that will contribute to excessive erosion of highly erodible land or to the conversion of wetlands to produce an agricultural commodity, as further explained in 7 CFR Part 1940, Subpart G, Exhibit M.



**EXPENSES AND ADVANCES ON COVENANTS AND ATTORNEYS FEES.** Except when prohibited by law, I agree to pay all your expenses, including reasonable attorneys' fees, if I breach any covenants in this mortgage or in any obligation secured by this mortgage. I will also repay upon demand all of your expenses incurred in collecting, insuring, conserving or protecting the Property or in any inventories, audits, inspections or other examination by you in respect of the Property. I agree to pay all costs and expenses incurred by you in enforcing or protecting your rights and remedies under this mortgage, including, but not limited to, reasonable attorneys' fees, court costs, and other legal expenses. I will pay these amounts to you as provided in this mortgage. All such amounts will be due on demand and will bear interest at the highest rate provided in any agreement, note or other instrument evidencing the Secured Debt, and permitted by law at the time of the advance.

**INTEREST AND FEES.** I do not agree or intend to pay, and you do not agree or intend to charge or collect more for the Secured Debt (or any part of it) than the maximum you would be permitted by state or federal law, as applicable. Any such excess interest or unauthorized fee shall be first applied to interest and charges accrued which are outstanding and unpaid on any part of the Secured Debt, then to principal and, when the principal of the entire Secured Debt has been paid in full, refunded to me.

**JOINT AND INDIVIDUAL LIABILITY; CO-SIGNERS; SUCCESSORS AND ASSIGNS BOUND.** All duties under this mortgage are joint and individual. If I sign this mortgage but do not sign the Security Instrument I do so only to mortgage my interest in the Property to secure payment of the Secured Debt and I do not agree to be personally liable on the Secured Debt. I also agree that you and any party to this mortgage may extend, modify or make any other changes in the terms of this mortgage or the Security Instrument without my consent. Such a change will not release me from the terms of this mortgage. The duties and benefits of this mortgage shall bind and benefit the successors and assigns of either or both of us.

If this mortgage secures a guaranty between you and I and does not directly secure the obligation due under the Security Instrument, I agree to waive any rights that may prevent you from bringing any action or claim against me or any party indebted under the Security Instrument including, but not limited to, anti-deficiency or one-action laws.

**APPLICABLE LAW; SEVERABILITY; AND INTERPRETATION.** This mortgage shall be governed by the laws of the jurisdiction in which you are located; may not be amended or modified orally; and except as provided elsewhere in this mortgage, shall be binding on both you and me as well as our legal representatives, successors and assigns. Any provision or clause of the mortgage, riders, or any agreement issued in connection with the Secured Debt which conflicts with applicable law will not be effective unless that law expressly or impliedly permits variations by agreement. If any provision or clause of any document issued in connection with the Secured Debt cannot be enforced according to its terms, this fact will not affect the enforceability of the balance of this mortgage, riders, or any other document issued in connection with the Secured Debt. Nothing in this mortgage shall be construed to limit your remedies to those described in this mortgage. The captions and headings of the paragraphs of this mortgage are for convenience only and are not to be used to interpret or define the mortgage provisions. Time is of the essence in this mortgage.

**NOTICE.** Unless otherwise required by law, any notice to me shall be given by delivering it or by mailing it by first class mail addressed to me at the Property Address or any other address that I tell you. I will give any notice to you by mailing it first class to your address on the first page of this mortgage, or to any other address that you have designated in writing. Any notice shall be deemed to have been given to either of us when given in the manner stated above.

**WAIVER OF DOWER, DISTRIBUTIVE SHARE AND HOMESTEAD.** I hereby waive and relinquish all rights of dower and distributive share in and to the Property. I also waive all rights of homestead exemption as to the Property.

**ADDITIONAL WARRANTIES.**

**I understand that homestead property is in many cases protected from the claims of creditors and exempt from judicial sale; and that by signing this contract, I voluntarily give up my right to this protection for this property with respect to claims based upon this contract.**

Michael L. Schneider 4-17-92  
(MICHAEL L. SCHNEIDER) (Date) (Signature) (Date)

SIGNATURES: By signing below, I agree to the terms and covenants contained on all pages of this mortgage and in any riders described above that I have signed. I also acknowledge receipt of a copy of this mortgage on today's date.

Actual authority was conferred to the parties signing below by the resolution signed and dated \_\_\_\_\_, \_\_\_\_\_.

Michael L. Schneider 4-17-92  
(MICHAEL L. SCHNEIDER) (Date) (Signature) (Date)  
(Signature) (Date) (Signature) (Date)

ACKNOWLEDGMENT: STATE OF IOWA, COUNTY OF MADISON } ss.  
This \_\_\_\_\_ day of APRIL, 1992 before me, a Notary Public in the State of Iowa,  
MICHAEL L. SCHNEIDER SINGLE

MICHAEL L. SCHNEIDER is known to be the person(s) named in and who executed the foregoing instrument, and acknowledged that \_\_\_\_\_ executed the same as \_\_\_\_\_ voluntary act and deed.

[Corporate or Joint-stock Association] to me personally known, who being by me duly sworn or affirmed did say that that person is \_\_\_\_\_ of said corporation or association, that (the seal affixed to said instrument is the seal of said or no seal has been procured by said corporation or association) and that said instrument was signed and sealed on behalf of the said corporation or association by authority of its board of directors and the said \_\_\_\_\_ acknowledged the execution of said instrument to be the voluntary act and deed of said corporation or association by it voluntarily executed.

[Partnership] to me personally known, who being by me duly sworn, did say that the person is one of the partners of \_\_\_\_\_, a partnership, and that the instrument was signed on behalf of the partnership by authority of the partners and the partner acknowledged the execution of the instrument to be the voluntary act of and deed of the partnership by it and by the partner voluntarily executed.

Robert J. Kress  
ROBERT J. KRESS Notary Public in The State Of Iowa

## EXHIBIT 'A'

## LEGAL DESCRIPTION

All that part of the Southwest Quarter (¼) of Section Five (5) and the Southeast Quarter (¼) of the Southeast Quarter (¼) of Section Six (6) which lies South of State Highway #92 as described in a Warranty Deed executed to the State of Iowa and filed of record July 25, 1966, in Book 94, Page 56, and the Northwest Quarter (¼) of Section Eight (8), and the East Half (½) of the Northeast Quarter (¼) of Section Seven (7) except a tract commencing at the Northeast corner of said Section Seven (7) and running thence West 601.8 feet, thence South, 1°40' West, 143.6 feet, thence North, 89°57' East, 261.9 feet, thence North, 1°23' West, 194.7 feet, thence in a Southwesterly direction along South line of said Highway 258.2 feet to point of beginning, all in Township Seventy-five (75) North, Range Twenty-nine (29) West of the 5th P.M., Madison County, Iowa, except that part thereof deeded to State of Iowa for highway purposes, AND EXCEPT A parcel of land in the Southwest Quarter of the Southwest Quarter of Section 5, in the Southeast Quarter of the Southeast Quarter of Section 6, in the Northeast Quarter of the Northeast Quarter of Section 7, and in the Northwest Quarter of the Northwest Quarter of Section 8, all in Township 75 North, Range 29 West of the 5th Principal Meridian, Madison County, Iowa, more particularly described as follows:

Commencing at the North Quarter Corner of Section 7, T75N, R29W of the 5th P.M., Madison County, Iowa; thence, along the North line of the NE¼ of said Section 7, North 90°00'00" East, 1,769.82 feet; thence South 00°00'00", 33.54 feet to the point of beginning. Thence North 89°44'01" East, 263.96 feet; thence South 01°26'58" West, 131.56 feet; thence North 89°53'03" East, 261.93 feet; thence North 01°21'01" West, 197.43 feet; thence North 80°44'09" East, 214.48 feet; thence North 74°48'03" East, 126.59 feet; thence North 83°54'18" East, 241.76 feet; thence South 00°56'19" East, 542.54 feet; thence North 90°00'00" West, 244.00 feet; thence North 63°15'06" West, 164.35 feet; thence North 90°00'00" West, 123.00 feet; thence North 00°00'00", 79.72 feet; thence North 90°00'00" West, 584.50 feet; thence North 00°41'55" West, 227.78 feet to the point of beginning. Said parcel of land contains 8.000 Acres.